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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

**William Stumpff,**

Plaintiff,

vs.

**Briphen Pools LLC**, an Arizona Limited  
Liability Company, and **Stephen Joy and  
Jane Doe Joy,**

Defendants.

No.

**VERIFIED COMPLAINT**

Plaintiff, William Stumpff (“Plaintiff” or “William Stumpff”), sues the  
Defendants, Briphen Pools LLC, and Stephen Joy and Jane Doe Joy (collectively,  
“Defendants” or “Briphen Pools”) and alleges as follows:

**PRELIMINARY STATEMENT**

1. This is an action for unpaid minimum wages, liquidated damages,  
attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29  
U.S.C. § 201, et seq., and unpaid minimum wages under the Arizona Minimum Wage  
Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”) Title 23, Chapter 2, Article 8.



**PARTIES**

1  
2           7.     At all times material to the matters alleged in this Complaint, Plaintiff was  
3 an individual residing in Maricopa County, Arizona, and is a former employee of  
4 Defendants.

5  
6           8.     At all material times, Defendant Briphen Pools LLC is a limited liability  
7 company duly licensed to transact business in the State of Arizona. At all material times,  
8 Defendant Briphen Pools LLC does business, has offices, and/or maintains agents for the  
9 transaction of its customary business in Maricopa County, Arizona.

10  
11           9.     At all relevant times, Defendant Briphen Pools LLC owned and operated as  
12 “Briphen Pools,” an enterprise doing business in Maricopa County, Arizona.

13           10.    Under the FLSA, Defendant Briphen Pools LLC is an employer. The  
14 FLSA defines “employer” as any person who acts directly or indirectly in the interest of  
15 an employer in relation to an employee. At all relevant times, Defendant Briphen Pools  
16 LLC had the authority to hire and fire employees, supervised and controlled work  
17 schedules or the conditions of employment, determined the rate and method of payment,  
18 and maintained employment records in connection with Plaintiff’s employment with  
19 Defendants. As a person who acted in the interest of Defendants in relation to Briphen  
20 Pools’ employees, Defendant Briphen Pools LLC is subject to liability under the FLSA.

21  
22           11.    Defendants Stephen Joy and Jane Doe Joy are, upon information and belief,  
23 husband and wife. They have caused events to take place giving rise to the claims in this  
24 Complaint as to which their marital community is fully liable. Stephen Joy and Jane Doe  
25  
26  
27

1 Joy are owners of Briphen Pools LLC and were at all relevant times Plaintiff's employers  
2 as defined by the FLSA, 29 U.S.C. § 203(d).

3 12. Under the FLSA, Defendants Stephen Joy and Jane Doe Joy are employers.  
4 The FLSA defines "employer" as any person who acts directly or indirectly in the interest  
5 of an employer in relation to an employee. At all relevant times, Defendants Stephen Joy  
6 and Jane Doe Joy had the authority to hire and fire employees, supervised and controlled  
7 work schedules or the conditions of employment, determined the rate and method of  
8 payment, and maintained employment records in connection with Plaintiff's employment  
9 with Defendants. As persons who acted in the interest of Defendants in relation to  
10 Bryphen Pools' employees, Defendants Stephen Joy and Jane Doe Joy are subject to  
11 individual liability under the FLSA.  
12

13  
14 13. Plaintiff is further informed, believes, and therefore alleges that each of the  
15 Defendants herein gave consent to, ratified, and authorized the acts of all other  
16 Defendants, as alleged herein.  
17

18 14. Defendants, and each of them, are sued in both their individual and  
19 corporate capacities.  
20

21 15. Defendants are jointly and severally liable for the injuries and damages  
22 sustained by Plaintiff.

23 16. At all relevant times, Plaintiff was an "employee" of Defendants as defined  
24 by the FLSA, 29 U.S.C. § 201, *et seq.*  
25

26 17. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
27 Defendants.



1           28.    At all relevant times, Plaintiff began working for Defendants in  
2 approximately November 2022.

3           29.    At all relevant times, in his work for Defendants, Plaintiff worked as a pool  
4 service technician for Defendants.

5           30.    Defendants, in their sole discretion, agree to pay Plaintiff \$25 per hour.  
6

7           31.    At all relevant times, Plaintiff was paid, or supposed to be paid, on a  
8 weekly basis.

9           32.    During the pay period that encompassed the workweeks of December 26,  
10 2022, through January 1, 2023, and January 2, 2023, through January 8, 2023, which  
11 were also the final two workweeks of his employment with Defendants, Plaintiff worked  
12 approximately 60 hours.  
13

14           33.    On or about January 13, 2023, Plaintiff received a paycheck for the pay  
15 period that encompassed the workweeks of December 26, 2022, through January 1, 2023,  
16 and January 2, 2023, through January 8, 2023, that included the approximately 60 hours  
17 of time worked (the “January 13 Paycheck”).  
18

19           34.    On or about DATE, Plaintiff brought the January 13 Paycheck to a check  
20 cashing store, CheckSmart, located at 131 E. Southern Ave. Tempe, AZ 85282.  
21

22           35.    On that date, CheckSmart provided cash to Plaintiff in exchange for the  
23 January 13 Paycheck.

24           36.    However, ultimately, the January 13 Paycheck returned for nonsufficient  
25 funds.  
26  
27

1           37.    Thereafter, the check cashing store, CheckSmart, contacted Plaintiff  
2 demanding payment for the January 13 Paycheck.

3           38.    Thereafter, Plaintiff contacted Defendant Stephen Joy on numerous  
4 occasions in an effort to have Defendants reissue the January 13 Paycheck.  
5

6           39.    Defendant Stephen Joy largely ignored Plaintiff's efforts and did not  
7 reissue the returned check.

8           40.    Defendants never reimbursed Plaintiff for the check for the January 13  
9 Paycheck.  
10

11          41.    To date, CheckSmart continues to demand payment for the January 13  
12 Paycheck.

13          42.    Accordingly, Defendants never paid Plaintiff for the final two workweeks  
14 of his employment with them.  
15

16          43.    Defendants classified Plaintiff as W-2 employee.

17          44.    At all relevant times, Plaintiff worked for Defendants until approximately  
18 the first or second week of January 2023.

19          45.    To date, Defendants have taken no corrective action with regard to the  
20 January 13 Paycheck.  
21

22          46.    As a result of the aforementioned allegations, Defendants never paid  
23 Plaintiff's final paycheck.

24          47.    As a result of the aforementioned allegations, Defendants failed to  
25 compensate Plaintiff any wages whatsoever for the final two workweeks of his  
26 employment with Defendants.  
27

1           48.     Therefore, for the final two workweeks that Plaintiff worked for  
2 Defendants, Defendants paid Plaintiff no wages whatsoever.

3           49.     To date, Defendants have still paid no wages whatsoever to Plaintiff for  
4 such hours worked.

5           50.     As a result of not having paid any wage whatsoever to Plaintiff for his final  
6 two workweek with Defendants, Defendants failed to pay the applicable minimum wage  
7 to Plaintiff.

8           51.     As a result of Defendants' failure to compensate Plaintiff any overtime  
9 wage whatsoever for the overtime hours worked in Workweek A, Defendants violated 29  
10 U.S.C. § 207(a).

11           52.     As a result of Defendants' failure to compensate Plaintiff any wage  
12 whatsoever for such hours worked, Defendants violated 29 U.S.C. § 206(a).

13           53.     As a result of Defendants' failure to compensate Plaintiff any wage  
14 whatsoever for such hours worked, Defendants violated the AMWA, A.R.S. § 23-363.

15           54.     As a result of Defendants' willful failure to compensate Plaintiff any wage  
16 whatsoever for such hours worked, Defendants violated the AWA, A.R.S., § 23-350, et  
17 seq.

18           55.     Plaintiff was a non-exempt employee.

19           56.     Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
20 of his rights under the FLSA.

21           57.     Plaintiff is a covered employee within the meaning of the FLSA.



1           58. Defendants individually and/or through an enterprise or agent, directed and  
2 exercised control over Plaintiff's work and wages at all relevant times.

3           59. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
4 from Defendants compensation for unpaid minimum wages, an additional amount equal  
5 amount as liquidated damages, interest, and reasonable attorney's fees and costs of this  
6 action under 29 U.S.C. § 216(b).

8           60. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
9 from Defendants compensation for unpaid wages, an additional amount equal to twice the  
10 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees  
11 and costs of this action under A.R.S § 23-363.

13           61. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
14 from Defendants compensation for his unpaid wages at an hourly rate, to be proven at  
15 trial, in an amount that is treble the amount of his unpaid wages, plus interest thereon,  
16 and his costs incurred under A.R.S. § 23-355.

18                           **COUNT ONE: FAIR LABOR STANDARDS ACT**  
19                           **FAILURE TO PAY MINIMUM WAGE**

20           62. Plaintiff realleges and incorporates by reference all allegations in all  
21 preceding paragraphs.

22           63. As a result of not paying Plaintiff any wage whatsoever for the final two  
23 workweeks of his employment, Defendants failed or refused to pay Plaintiff the FLSA-  
24 mandated minimum wage.  
25  
26  
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1           64. Defendants' practice of failing or refusing to pay Plaintiff at the required  
2 minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).

3           65. Plaintiff is therefore entitled to compensation for the full applicable  
4 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as  
5 liquidated damages, together with interest, reasonable attorney's fees, and costs.  
6

7           **WHEREFORE**, Plaintiff, William Stumpff, respectfully requests that this Court  
8 grant the following relief in Plaintiff's favor, and against Defendants:

- 9           A. For the Court to declare and find that the Defendants violated minimum  
10 wage provisions of the FLSA, 29 U.S.C. § 206(a) by failing to pay proper  
11 minimum wages;  
12
- 13           B. For the Court to award Plaintiff's unpaid minimum wage damages, to be  
14 determined at trial;  
15
- 16           C. For the Court to award compensatory damages, including liquidated  
17 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;  
18
- 19           D. For the Court to award prejudgment and post-judgment interest;  
20
- 21           E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
22 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set  
23 forth herein;  
24
- 25           F. Such other relief as this Court shall deem just and proper.  
26  
27

**COUNT TWO: ARIZONA MINIMUM WAGE ACT**  
**FAILURE TO PAY MINIMUM WAGE**

66. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

67. As a result of not paying Plaintiff any wage whatsoever for the final two workweeks of his employment, Defendants failed or refused to pay Plaintiff the Arizona minimum wage.

68. Defendants' practice of failing or refusing to pay Plaintiff at the required minimum wage rate violated the AMWA, 23-363.

69. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to twice the underpaid wages as liquidated damages, together with interest, reasonable attorney's fees, and costs.

**WHEREFORE**, Plaintiff, William Stumpff, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendants violated minimum wage provisions of the AMWA, A.R.S. § 23-363 by failing to pay proper minimum wages;
- B. For the Court to award Plaintiff's unpaid minimum wage damages, to be determined at trial;
- C. For the Court to award compensatory damages, including liquidated damages pursuant to A.R.S. § 23-364, to be determined at trial;

1 D. For the Court to award prejudgment and post-judgment interest;

2 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
3 action pursuant to A.R.S. § 23-364 and all other causes of action set forth  
4 herein;

5 F. Such other relief as this Court shall deem just and proper.  
6

7 **COUNT THREE: ARIZONA WAGE ACT**  
8 **FAILURE TO PAY WAGES DUE AND OWING**

9 70. Plaintiff realleges and incorporates by reference all allegations in all  
10 preceding paragraphs.

11 71. As a result of the allegations contained herein, Defendants did not  
12 compensate Plaintiff wages due and owing to him.  
13

14 72. Defendants engaged in such conduct in direct violation of A.R.S. § 23-350.

15 73. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff  
16 for the final two workweeks he was employed by Defendants.

17 74. Plaintiff is therefore entitled to compensation for his unpaid wages at an  
18 hourly rate, to be proven at trial, in an amount that is treble the amount of his unpaid  
19 wages, plus interest thereon, and his costs incurred.  
20

21 **WHEREFORE**, Plaintiff, William Stumpff, requests that this Court grant the  
22 following relief in Plaintiff's favor, and against Defendants:  
23

24 A. For the Court to declare and find that the Defendants violated the unpaid  
25 wage provisions of A.R.S. § 23-350, et seq., by failing to pay wages due  
26 and owing to Plaintiff;  
27

- 1 B. For the Court to award an amount that is treble Plaintiff's unpaid wages  
2 pursuant to A.R.S. § 23-355, in amounts to be determined at trial;  
3 C. For the Court to award prejudgment and post-judgment interest on any  
4 damages awarded;  
5 D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of  
6 the action and all other causes of action set forth in this Complaint; and  
7 E. Such other relief as this Court deems just and proper.  
8

9 **JURY TRIAL DEMAND**

10 Plaintiff hereby demands a trial by jury on all issues so triable.  
11


12 RESPECTFULLY SUBMITTED this 20<sup>th</sup> day of March, 2023.

13 BENDAU & BENDAU PLLC

14 By: /s/ Clifford P. Bendau, II  
15 Clifford P. Bendau, II  
16 Christopher J. Bendau  
17 *Attorneys for Plaintiff*  
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**VERIFICATION**

Plaintiff, William Stumpff, declares under penalty of perjury that he has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on his personal knowledge, except as to those matters stated upon information and belief, and, as to those matters, he believes them to be true.

  
William Stumpff (Mar 21, 2023 11:06 PDT)  
William Stumpff